

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS
COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

AMENDMENT TO OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease, dated effective May 15th, 2007, by and between UNIVERSITY CHRISTIAN CHURCH , whose address is 2720 S University Dr, Fort Worth Tx 76109 ("Lessor"), and FOUR SEVENS RESOURCES CO., LTD., whose address is 777 Taylor Street, Suite 1090, Fort Worth, TX 76102, ("Lessee").

WHEREAS Lessor and FOUR SEVENS RESOURCES CO., LTD. ("Four Sevens") entered into that certain Oil and Gas Lease, dated effective May 15, 2007 which was recorded in the Tarrant County Deed Records at Document Number D207180153 (the "Lease").

WHEREAS Four Sevens' interest in the Lease was assigned to Chesapeake by that certain Assignment, Bill of Sale and Conveyance, dated effective the 1st day of July, 2007, recorded as Document No. D207232981 in the Official Public Records of Tarrant County, Texas.

WHEREAS Chesapeake and Lessor, desire to execute this Amendment to the Lease (the "Lease Amendment");

NOW, THEREFORE, Chesapeake and Lessor, for good and valuable consideration and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. Paragraph 2 is hereby **deleted** in its entirety and **replaced** by the following new Paragraph 2:

"2. This Lease is a paid up lease and, subject to the other provisions herein contained, this Lease shall be for a term of two (2) years from this date (called "Primary Term") and as long thereafter as oil, gas or other hydrocarbons is produced from said land or land with which said land is pooled hereunder. Upon the expiration of the Primary Term, this Lease not being otherwise perpetuated beyond the Primary Term under any provision hereof, Lessee shall have the option to renew this Lease for a term of one (1) year from the expiration date of the Primary Term (the "Option") by paying or tendering to Lessor a bonus consideration of \$1,500 per net mineral acre."

2. Paragraph 4 is hereby **deleted** in its entirety and **replaced** by the following new Paragraph 4:

"4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means

a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests."

3. Paragraph 1 is hereby **amended** to include the following tract described below:

1". Being .197494 acres, more or less out of the MJ Arocha Survey, Abstract 2, being more particularly described as Lot 24, Block 7, UNIVERSITY PLACE ADDITION, and addition to the City of Fort Worth, according to the plat recorded in Volume 310, Page 73 of the Deed Records of Tarrant County, Texas.

4. In the event of a conflict between the terms and provisions of this Lease Amendment and the terms and provisions of the Lease, the terms and conditions of this Lease Amendment shall prevail as to the extent of such conflict.

5. This Lease Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date of the Lease, which is May 15th, 2007.

LESSOR:

University Christian Church
, Chair of the Board of Stewards

By: Judith M. Vick

Printed Name: Judith M. Vick

LESSOR:

University Christian Church
, Vice Chair of Stewards

By: Stephen S. Mosher

Printed Name: Stephen S. Mosher

LESSOR:

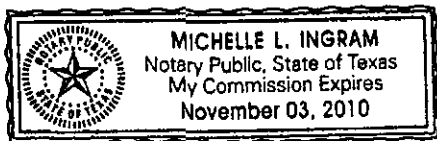
University Christian Church
, Secretary of Stewards

By: Sandi Kennedy
Printed Name: SANDI Kennedy

ACKNOWLEDGEMENTS

STATE OF TEXAS §
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COUNTY OF TARRANT §

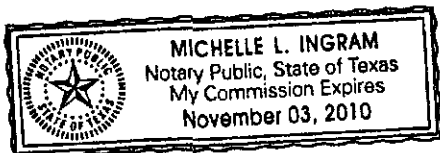
This instrument was acknowledged before me on the 17th day of June, 2009, by
Judith M. Vick, Chair of the Board of Stewards of University Christian Church.



Michelle L. Ingram
Notary Public
My Commission Expires: 11/3/10
Notary's Name (printed): Michelle Ingram

STATE OF TEXAS §
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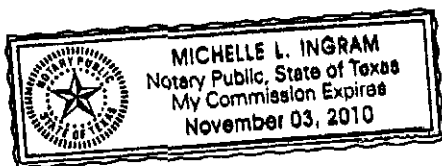
This instrument was acknowledged before me on the 16th day of June, 2009, by
Stephen S. Mosher Vice Chair of Stewards of University Christian Church.



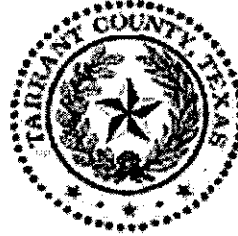
Michelle L. Ingram
Notary Public
My Commission Expires: 11/3/10
Notary's Name (printed): Michelle Ingram

STATE OF TEXAS §
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This instrument was acknowledged before me on the 16th day of June, 2009, by
Sandi Kennedy Secretary of Stewards of University Christian Church.



Michelle L. Ingram
Notary Public
My Commission Expires: 11/3/10
Notary's Name (printed): Michelle Ingram



FOUR SEVENS ENERGY CO
201 MAIN ST, STE 1455

FT WORTH TX 76102

Submitter: FOUR SEVENS ENERGY CO., LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/09/2009 03:56 PM
Instrument #: D209183193
LSE 4 PGS \$24.00

By: _____



D209183193

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
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